



COMMERCIAL TERMS AND CONDITIONS

PART I. GENERAL PROVISIONS APPLICABLE TO ALL TRANSACTIONS.

FAR 52.212-4

Contract Terms and Conditions –
Commercial Items modified as
stated below:

1.1 DEFINITIONS

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. Unless the context or a specific provision of these General Provisions clearly indicates a different meaning, as used in these General Provisions the following terms shall have the following meanings:

- A. “Buyer” means the Government Prime Contractor awarding the purchase order.
- B. “Government” means the United States of America and includes the U.S. Department of Energy, the U.S. Department of Defense, the U.S. Department of Navy, or any duly authorized representative thereof.
- C. “Item” includes “commercial item” and “commercial component” as defined in FAR 52.202-1.
- D. “Seller” means the person, firm or corporation with whom this purchase order is written.

- A. Paragraphs (d) and (s) are deleted in their entirety.
- B. Exclude reference to the Prompt Payment Act in paragraphs (g) and (i).
- C. Paragraph (o) is modified to include Seller’s standard warranty period and non-conflicting warranty terms.

FAR 52.219-8

Utilization of Small Business Concerns, if the purchase order exceeds \$100,000. Seller must include this clause in any of its lower tier subcontracts exceeding \$500,000.

1.2 ORDER OF PRECEDENCE

Any inconsistencies in this solicitation or this purchase order shall be resolved by giving precedence in the following order: (1) Provisions contained in the purchase order Form; (2) these Commercial Terms and Conditions; (3) the administrative specifications; (4) any referenced detailed technical specifications; (5) any referenced general specifications; and (6) any Seller supplied document specifically referenced on the purchase order as an applicable document.

FAR 52.219-9

Small Business Subcontracting Plan, if the purchase order exceeds \$500,000. Seller must include this clause in any of its lower tier subcontracts exceeding \$500,000.

FAR 52.222-26

Equal Opportunity, if the purchase order exceeds \$10,000.

FAR 52.222-35

Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era, if the purchase order exceeds \$10,000.

1.3 ARTICLES INCORPORATED BY REFERENCE

FAR 52.222-36

Affirmative Action For Workers with Disabilities, if the purchase order exceeds \$10,000.

This purchase order incorporates by reference certain Federal Acquisition Regulations (FAR) identified below. Articles incorporated by reference shall apply with the same force and effect as if set forth herein in full. The said articles are modified by changing the words “Contracting Officer” to “Buyer,” changing the term “Contractor” to “Seller,” and changing the word “Contract” to “purchase order” or “order.” The Seller shall include the articles listed below in its subcontracts at any tier for any items to the extent applicable.



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PART II. ON-SITE PROVISIONS APPLICABLE TO BETTIS ATOMIC POWER LABORATORY AND KAPL, INC. The provisions contained in Part I of the Commercial Terms and Conditions are applicable to this purchase order. The provisions contained in Part II of the Commercial Terms and Conditions are only applicable to the Seller if the purchase order requires Seller to perform any work on the Buyer or Government premises.

2.1 ARTICLES INCORPORATED BY REFERENCE

For all purchase orders which require work to be done, or services to be performed by Seller on Buyer or Government premises, the following Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) identified below are incorporated by reference for on-site work, to the extent applicable. Articles incorporated by reference shall apply with the same force and effect as if set forth herein in full. The said articles are modified by changing the words "Contracting Officer" to "Buyer" as appropriate, changing the term "Contractor" to "Seller," and changing the word "Contract" to "purchase order" or "order." The Seller shall include the articles listed below in its subcontracts at any tier for any items to the extent applicable.

FAR 52.224-1 Privacy Act Notification, if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort.

FAR 52.224-2 Privacy Act, if the purchase order requires the design, development, or operation of a system of records on individuals to accomplish work effort.

FAR 52.228-5 Insurance - Work On A Government Installation, if the purchase order exceeds \$100,000.

FAR 52.236-7 Permits and Responsibilities. This clause is applicable to all purchase orders with work performed on the Buyer or Government premises.

FAR 52.245-4 Government-Furnished Property (Short Form).

DEAR 952.204-2 Security, if performance of the purchase order involves or is likely to involve access to classified information.

DEAR 952.204-74 Foreign Ownership, Control Or Influence Over Contractor, if the purchase order requires DOE security clearance.

DEAR 952.223-75 Preservation Of Individual Occupational Radiation Exposure Records, if the purchase order requires the generation of individual occupational radiation exposure records.

DEAR 970.5223-4 Workplace Substance Abuse Programs At DOE Sites, if the purchase order is in excess of \$25,000 and requires Seller to have access to, or handle, classified information or special nuclear materials or involves risk of danger to life, the environment, public safety or national security or requires transportation of hazardous materials to or from DOE sites.

DEAR 952.203-70 Whistleblower Protection For Contract Employees